

No. 404.

IN THE
UNITED STATES CIRCUIT COURT OF APPEALS
FOR THE NINTH CIRCUIT.

CALIFORNIA REDWOOD COMPANY,

Appellant,

vs.

WILLIAM MAHAN,

Appellee.

FILED
FEB 5 - 1898

TRANSCRIPT OF RECORD.

Upon Appeal from the Circuit Court of the United
States, Ninth Judicial Circuit, Northern
District of California.

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In the Circuit Court of the United States, Ninth Judicial Circuit, in and for the Northern District of California.

IN EQUITY.

THE CALIFORNIA REDWOOD
COMPANY, a Corporation,

Plaintiff,

vs.

WILLIAM MAHAN,

Defendant.

Bill of Complaint.

To the Honorable, the Judges of the Circuit Court of the United States, for the Northern District of California:

The California Redwood Company, a corporation, having its principal place of business in the city and county of San Francisco, in the State of California, and being a citizen of the State, brings this its bill against William Mahan, a citizen of the State of California, residing in the county of Humboldt in said State, and therefore your orator complains and says:

I.

That at all of the times in this complaint mentioned the plaintiff was, and now is, a corporation, organized and existing under and by virtue of the laws of the State of California, and having its principal place of business and office in the city and county of San Francisco, in said State. That at all of the said times the lands hereinafter described were, and now are, unfit for cultivation, and valuable chiefly for the timber standing and growing thereon, and had no valuable deposit of gold, silver, cinnabar, copper, or coal, and that during the year 1883 said land was uninhabited, and contained no mining or other improvements.

II.

That on or about the second day of January, 1883, one John C. Johnson, who was then and there a citizen of the United States, over the age of twenty-one years, desiring to avail himself of the provisions of the act of Congress entitled "An act for the sale of timber land in the States of California, Oregon, Nevada, and in Washington Territory," approved June 3d, 1878, did file with the register of the United States land office of the Humboldt Land District, at the town of Eureka, in said county of Humboldt, a written statement in duplicate, wherein he designated by legal subdivisions the particular tract of land he desired to purchase, that is to say, the southwest quarter of section 15, township eight, north of range one east, Humboldt base and meridian, con-

taining 160 acres, according to the public surveys of the government of the United States; which written statement set forth that said land was then unfit for cultivation, and was valuable chiefly for its timber; that it was uninhabited, and had no mining or other improvements, or any valuable deposit of gold, silver, cinnabar, copper, or coal. Said written statement further set forth that said Johnson had made no other application under said act of Congress, and that he did not apply to purchase said land on speculation, but in good faith, to appropriate it to his own exclusive use and benefit, and that he had not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which he might acquire from the government of the United States should inure, in whole or in part, to the benefit of any person except himself. Said statement in duplicate was then and there signed by said Johnson, and was verified by his oath before the register of said United States land office of Humboldt Land District (in which district the said land was and is situate), and one of said duplicate statements, signed and verified by said applicant as aforesaid, was by the receiver of said land office transmitted forthwith to the general land office at Washington in the District of Columbia. Upon the filing of said statement, the said register of said land office did forthwith post in his office, for the period of sixty days, a notice of said application, embracing a description of said land by legal subdivisions, and did furnish to said applicant a copy of said notice, which was thereupon published at the expense of said applicant for a like period of sixty days in a newspaper printed and pub-

lished in said town of Eureka, in Humboldt county, which newspaper was then and there the newspaper published nearest to the location of said lands. That on the 21st day of March, 1883, and after said copy of said statement had been posted for the full period of sixty days, and had likewise been published as aforesaid for the full period of sixty days, no claim adverse to said claim of said applicant had been filed in said land office; and the said applicant did then and there furnish to the said register of said land office satisfactory evidence (which evidence was satisfactory to the said register) that said notice of said application, prepared by the register, had been duly published for the period of sixty days in the newspaper published nearest to the location of said lands, and further establishing that the said land was valuable chiefly for timber, and was unfit for cultivation, and was not included within military, Indian or other reservations of the United States, and had not been offered at public sale according to law prior to June 3d, 1878, and that it was subject to entry under said act of Congress, and was uninhabited and without improvements, and that it contained no valuable deposits of gold, silver, cinnabar, copper, or coal, and that all the averments in said written statement contained were true. And thereupon the said John C. Johnson did pay to the receiver of said land office of the Humboldt Land District the purchase money of said land, to-wit, the sum of two and one-half dollars per acre, in lawful money of the United States, together with all fees of the register and receiver of said land office, as provided for in the case of mining entries in the 12th section of the act of Congress approved May 10th, 1872; and thereupon

the said applicant was by said register and receiver permitted to enter, and he did enter, the said tract of land hereinbefore described, and the said receiver did execute and deliver to him a certificate of purchase of said land substantially in the words and figures following, to-wit:

No. 5118. Receiver's Office at Humboldt, Cala.

Duplicate.

March 21, 1883.

Received from John C. Johnson, of Humboldt county, California, the sum of four hundred (400) dollars and cents, being in full for the southwest quarter of section No. fifteen (15), in township No. eight (8), north of range No. one (1) east, H. M., containing one hundred and sixty (160) acres and 00-100, at \$2.50 per acre. Act June 3d, 1878. Timber.

Recd. R. and R. fees for entry, \$10.

(Signed) SOLOMON COOPER, Receiver.

\$400.00

That said Solomon Cooper was then and there the duly appointed, commissioned, and qualified receiver of said land office of the Humboldt Land District. That thereafter, and on or about the said 21st day of March, 1883, said register and receiver did transmit to the general land office at Washington all of the testimony and papers in the matter of said application by said Johnson, including the duplicate of said certificate of purchase; and said papers and testimony were received and placed on file in the general land office in the month of March or April, 1883. That thereafter, and on the 23d

day of March, 1883, said John C. Johnson sold and conveyed all the said lands to one Charles E. Beach by deed of grant, bargain, and sale, duly signed and acknowledged by said Johnson, which deed was recorded during the year 1883 in the county recorder's office of said county of Humboldt. That thereafter, and on the 26th day of March, 1883, the said Charles E. Beach did convey all of said lands by deed of grant to Frank P. Hooper, John A. Hooper, and Josiah Bell, as cotenants, which deed was duly signed and acknowledged by said Beach, and was recorded on the 30th day of April, 1883, in liber 8 of Deeds, at page 456, in said county recorder's office.

That thereafter, and on the 27th day of July, 1883, said Frank P. Hooper John A. Hooper, and Josiah Bell did convey all of said lands heretofore described to this plaintiff, the California Redwood Company, by deed of grant, duly signed and acknowledged by them, the said grantors, dated July 27th, 1883, and recorded August 2d, 1883 in liber 9 of Deeds at page 402, in said county recorder's office. That thereafter, and on the seventh day of June, 1889, the commissioner of the general land office, did make and enter an order purporting and assuming to cancel said entry of said land by Johnson, and declaring said entry to be null and void, upon the pretended ground that said entry by Johnson had been procured to be made by said Charles E. Beach, and for the benefit of said Beach, and not of said Johnson. That said order was so made and entered by the commissioner of the general land office without any previous notice to your orator, and without any trial or hearing, and without any legal or competent evidence. That at the time

of its said purchase of said lands your orator was, and now is, entirely without any knowledge or notice that said entry by Johnson had been procured to be made by said Beach, or had been made for the benefit of said Beach, or of any person other than the said Johnson. That at the time of your orator's said purchase said entry by John C. Johnson was apparently legal and regular, and accepted by the land office authorities, and your orator, in good faith, believed said entry to be entirely valid, regular, and honest and believed that all of the statements contained in said application by Johnson were true; and therefore, relying upon said belief, and upon the record of said entry and of said subsequent transfers, your orator did, in the usual course of business and in good faith, purchase said lands from said Hoopers and Bell, and did pay to them the full value of said lands in exchange for their said deed to it.

That said entry by Johnson has never been waived, canceled, or relinquished to the United States in any manner by your orator, or by any of its predecessors in interest, and that said order of the commissioner of the general land office, purporting to cancel said entry was without jurisdiction, and was and is void.

That notwithstanding the said entry and payment by Johnson, William Mahan did thereafter, on or about the 11th day of September, 1889, apply for and enter said land above described in said land office at Eureka, in the form prescribed by said act of Congress of June 3d, 1878; and thereafter, and on the 10th day of March, 1891, a patent for said land, in the name of the United States, signed by the president and countersigned by the re-

corder of the general land office was issued to said William Mahan from the general land office at Washington. That said Mahan, at the time of his said application for said land, and at all times, had full knowledge and notice of said entry and payment therefor by Johnson, and of your orator's rights and claims thereunder, and that such pretended cancellation of said Johnson's entry was ineffectual and void.

That this action is brought to establish and declare your orator's rights arising under and by virtue of said act of Congress of June 3d, 1878, and that the value of said land exceeds the sum of two thousand dollars. That your orator can have no adequate relief at law.

Wherefore, your orator prays that this Honorable Court, by its decree, shall adjudge and declare that said defendant holds the title to the said lands as its trustee for the benefit of your orator, and that defendant convey said land to it in fulfillment of said trust, and that defendant, his heirs and assigns, and all persons claiming or to claim under him or them, be forever barred and enjoined from claiming any right, title, or interest in said lands adverse to your orator, and for such other relief as may be meet and equitable.

And your orator will ever pray, etc., etc.

May it please your Honors to grant unto your orator a writ of subpoena of the United States of America, directed to the said William Mahan, commanding him on a day certain to appear and answer unto this bill of complaint (but not under oath, an answer under oath being hereby expressly waived), and to abide and perform such order and decree in the premises as to the

Court shall seem proper and required by the principles of equity and good conscience.

PAGE, EELLS & WHEELER,
Solicitors for Complainant.

State of California,
City and County of San Francisco. } ss.

Charles Page, being duly sworn, deposes and says that he is president of the California Redwood Company; that he has read the foregoing complaint and knows the contents thereof; that the same is true of his own knowledge, except as to the matters therein stated on his information or belief, and that as to those matters he believes it to be true.

CHAS. PAGE.

Subscribed and sworn to before me 1st day of December, 1894.

[Seal]

ALFRED A. ENQUIST,

Notary Public in and for the City and County of San Francisco, State of California.

[Endorsed]: Filed Dec. 1st, 1894. W. J. Costigan,
Clerk. By W. B. Beaizley, Deputy Clerk.

Subpoena ad Respondendum.

United States of America.

*Circuit Court of the United States, Ninth Judicial Circuit,
Northern District of California.*

IN EQUITY.

The President of the United States of America, Greeting,
to William Mahan.

You are hereby commanded that you be and appear in said Circuit Court of the United States aforesaid, at the courtroom in San Francisco, on the fourth day of February, A. D. 1895, to answer a bill of complaint exhibited against you in said court by the California Redwood Company, being a corporation, and a citizen of the State of California, and to do and receive what the said Court shall have considered in that behalf. And this you are not to omit, under the penalty of five thousand dollars.

Witness, the Honorable MELVILLE W. FULLER,
Chief Justice of the United States, this 1st day of December, in the year of our Lord one thousand eight hundred and ninety-four, and of our Independence the 119th.

[Seal of Circuit Court.]

W. J. COSTIGAN,

Clerk.

By W. B. Beaizley,

Deputy Clerk.

Memorandum Pursuant to Rule 12, Supreme Court U. S.—You are hereby required to enter your appearance in the above suit, on or before the first Monday of February next, at the clerk's office of said Court, pursuant to said bill; otherwise the said bill will be taken pro confesso.

W. J. COSTIGAN,
Clerk.

By W. B. Beaizley,
Deputy Clerk.

[Endorsed]: United States Marshal's Office,
Northern District of California.

I hereby certify that I received the within writ on the 25th day of January, 1895, and personally served the same on the 28th day of January, 1895, on Wm. Mahan, by delivering to and leaving with Bridgēt Mahan, his wife, an adult person, who is a member of the family of Wm. Mahan, said defendant named therein, at the county of Humboldt, in said District, an attested copy thereof at the dwelling-house of said Wm. Mahan, one of said defendants herein.

San Francisco, February 1st, 1895.

BARRY BALDWIN,
U. S. Marshal.
By P. H. Maloney,
Deputy.

[Endorsed]: Filed February 1st, 1895. W. J. Costigan,
Clerk. By W. B. Beaizley, Deputy Clerk.

In the Circuit Court of the United States, Ninth Judicial Circuit, in and for the Northern District of California.

IN EQUITY.

THE CALIFORNIA REDWOOD
COMPANY, a Corporation,

Plaintiff,

vs.

WILLIAM MAHAN,

Defendant.

Answer.

The defendant, William Mahan, now and at all times hereafter saving to himself all and all manner of benefit or advantage of exception, or otherwise, that can or may be had or taken to the many errors, uncertainties, and imperfections in the bill of complaint filed herein, for answer thereto, or to so much thereof as this defendant is advised it is material or necessary for him to make answer to, answering saith:

Admits the corporate existence of the plaintiff above named.

The said defendant alleges that he has no information, knowledge, or belief sufficient to enable him to answer the allegation that one John C. Johnson, a citizen of the United States, over the age of twenty-one years, filed a

written statement, as set forth in paragraph 2 of the plaintiff's complaint, wherein the land described in said paragraph was set forth, nor has defendant any information, knowledge, or belief sufficient to enable him to answer the allegation in said bill that upon the filing of said statement the register of the land office did post forthwith in his office, for the period of sixty days, a notice of said application, and therefore, placing his denial upon the ground of the want of such information, knowledge, or belief, denies that said written statement was filed, or that the said notice referred to in said paragraph was posted or published as averred in said complaint, or otherwise.

Defendant also denies, upon information and belief, that said Johnson did pay to the receiver of the land office of the Humboldt Land District the sum of two and one-half (2 1-2) dollars per acre for said land, amounting to the sum of four hundred (400) dollars; but alleges that said payment was made by the plaintiff herein; that said Johnson was merely used in that behalf by plaintiff as a "dummy," and an instrument to fraudulently enter said land for said plaintiff.

This defendant avers that he has no information, knowledge, or belief sufficient to enable him to answer the allegation that upon the 21st day of March, 1883, or at any other time, said register and receiver transmitted to the general land office at Washington the testimony or papers in the matter of said alleged application by said Johnson, and placing his denial upon that ground, he hereby denies the same; upon like ground defendant denies that said papers and testimony were received or

placed on file in the general land office in the month of March or April, 1883, or at any other time.

This defendant denies that on the 23d day of March, 1883, or at any other time, the said Johnson sold or conveyed the land described in said complaint to one Charles E. Beach, except and solely to this extent, viz: That at the time named, the said Johnson did execute to said Charles Beach a deed of grant, bargain, and sale of the said land, but alleges, upon information and belief, the rest to be that the said conveyance was not a sale of said land, and that no money or other consideration was given or paid by the said Beach for said land, and that the said conveyance was made pursuant to an agreement entered into theretofore by said Johnson and plaintiff, and before the filing of any application by said Johnson for the purchase of said land, to the effect that when the certificate of purchase of said land should be issued to said Johnson, that he was to convey and assign the same to the said Charles Beach; that said bargain and agreement was fraudulent and corrupt, contrary to the laws of the United States and the regulations of the land department of the United States government, and against public policy.

This defendant further alleges that as to the conveyance set forth and alleged in said paragraph of said complaint by the said Beach to Frank P. Hooper, John A. Hooper, and Josiah Bell, upon information and belief defendant avers that all of said conveyances were made without consideration, and in pursuance of the fraudulent and corrupt agreement and understanding last above named.

Defendant further alleges, upon information and belief, that all of the grantees in the above conveyance took the same with full and entire knowledge of the existence of said corrupt, fraudulent, and unlawful agreement and understanding.

Upon information and belief, defendant alleges that the said Johnson never paid to the receiver of the land office, the sum of four hundred (400) dollars, or any other sum of money, but that said sum of money was paid by the said Charles E. Beach, or some other person or persons, acting for and on behalf, and as the agent of the said plaintiff above named.

Defendant admits that on the 7th day of June, 1889, the commissioner of the general land office of the government of the United States did make an order canceling the said entry of said land, by the said Johnson, and declaring said entries to be null and void.

Defendant further avers, upon information and belief, that the said Beach and each and every of the said grantees and grantors, in the several conveyances in said complaint set forth, were, at the time of said conveyances, the agents, employees, officers, directors, or stockholders in said plaintiff corporation; that the said Beach and said grantors and grantees in all of said conveyances, as defendant avers, upon information and belief, acted under and in accordance with the instructions of the said plaintiff corporation, and they were acting in concert, and as the agents and representatives of said plaintiff, and for its benefit, and with its full knowledge and consent, and with the illegal and fraudulent object, of giving to said plaintiff corporation a colorable title

to said land, and with the purpose of thereby depriving the United States of its title to the same, and the value thereof.

This defendant denies, upon information and belief, that the California Redwood Company was, or now is, without knowledge or notice that the said entry of said land by said Johnson had been procured to be made by the said Beach; denies that said plaintiff was ignorant that said entry was made for the benefit of said Beach; denies that the said plaintiff, in good faith, or at all, believed said entry to be valid, regular, or honest, or believed that the statements contained in the application of said Johnson for the said land were true; denies that, relying upon the belief that said statements were true, or upon the record, or upon subsequent or any transfers, the said plaintiff did, in the usual course of business, or otherwise, in good faith or otherwise, purchase said lands; denies that the said plaintiff did pay for said lands in value in exchange for the said debts; and denies that said plaintiff corporation did pay therefor the full or any value whatever of said interest, in exchange for the deed conveying the same.

Defendant further denies that the order of the commissioner of the general land office, canceling said entry was without jurisdiction, or was or is void; but, on the contrary, avers that said order making said cancellation was made upon due notice to this plaintiff and its predecessors in interest, in accordance with the laws governing the disposition of the public lands of the United States, and the regulations of the land department made in pursuance thereof.

And for another, further, and separate defense hereto the said defendant avers that William Mahan, the said defendant, upon due and proper proceedings had, upon the 11th day of September, 1889, did apply for and enter the said land in the land office at Eureka, in the form and manner prescribed by the act of Congress of June 3rd, 1878; and that thereafter, and on the 10th day of March, 1891, a patent for said land, in the name of the United States, signed by the President, and countersigned by the recorder of the general land office at Washington, was issued to said William Mahan from the general land office at Washington; that the said William Mahan made said entry in good faith, and without any knowledge or notice of any entry or payment for said land by the said Johnson, or of any pretended right or claim to said land by the said Johnson or his successors in interest, or any or either of them.

Defendant further avers that in making said cancellation of said entry by the said Johnson, the commissioner of the general land office acted within his jurisdiction upon ample evidence, with notice to all parties, and upon full proof and knowledge of the fraudulent character of the entry by the said Johnson, and of the corrupt understanding and agreement under which said entry was made by him, the said Johnson, for the benefit of this plaintiff.

Defendant therefore prays that the plaintiff take nothing and that he have judgment for costs, and that the bill of complaint be dismissed.

HENLÉY & COSTELLO,

Attys. for Defendant.

State of California, }
 County of Humboldt. } ss.

William Mahan, being first duly sworn, deposes and says that he is the defendant in the above-entitled action; that he has read the within and foregoing answer and knows the contents thereof; that the same is true of his own knowledge, except as to the matters therein stated on his information and belief, and as to those matters that he believes it to be true.

WM. MAHAN.

Subscribed and sworn to before me this 29 day of July,
 A. D. 1895.

A. T. CRANE,
 Notary Public in and for the County of Humboldt, State
 of California.

Service of the within answer admitted this 7 day of
 Aug., 1895.

PAGE & EELLS,

Attorneys for Plff.

[Endorsed]: Filed Aug. 7th, 1895. W. J. Costigan,
 Clerk. By W. B. Beazley, Deputy Clerk.

In the Circuit Court of the United States, Ninth Judicial Circuit, Northern District of California.

IN EQUITY.

CALIFORNIA REDWOOD COMPANY,	} Plaintiff,	} No. 12,015.
vs.		
WILLIAM MAHAN,	} Defendant.	

Replication to Answer.

The replication of the California Redwood Company to the answer of William Mahan, defendant:

This replicant, saving and reserving to itself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto saith:

That it will aver and prove its said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of said defendant is uncertain, untrue, and insufficient to be replied unto by this replicant, without this, that any other matter or thing whatsoever in said answer contained, material or effectual, in the law, to be replied unto, confessed and avowed, traversed

or denied, is true; all which matters and things this replicant is and will be ready to aver and prove as this Honorable Court shall direct, and humbly prays as in and by its said bill it hath already prayed.

PAGE & EELLS,
Solicitors for Plaintiff.

Service admitted Feby. 21, 1896.

HENLEY & COSTELLO,
Attys. for Deft.

[Endorsed]: Filed Feb. 24, 1896. W. J. Costigan,
Clerk. By W. B. Beaizley, Dep. Clerk.

In the Circuit Court of the United States, Ninth Judicial Circuit, in and for the Northern District of California.

IN EQUITY.

CALIFORNIA REDWOOD COM-
PANY, a Corporation,

Plaintiff,

vs.

WILLIAM MAHAN,

Defendant.

No. 12,015.

Amended Answer.

The defendant, by leave of the Court, files his amended answer as follows:

The defendants above named, now and at all times hereafter saving to themselves all and all manner of benefit or advantage of exception, or otherwise, that can or may be had to the many errors, uncertainties, and imperfections in the bill of complaint filed herein, for answer thereto, or to so much thereof as these defendants are advised it is material or necessary for them to make answer to, answering, saith:

Admit the corporate existence of the plaintiff above named.

The said defendants allege that they have no information or belief sufficient to enable them to answer the allegation that John C. Johnson, a citizen of the United States, over the age of twenty-one years, filed a written statement as set forth in paragraph 2 of the plaintiff's complaint, wherein the land described in said paragraph was set forth, nor have defendants any information, knowledge, or belief sufficient to enable them to answer the allegation in said bill that upon the filing of said statement the register of the land office did post forthwith in his office, for the period of sixty days, a notice of said application, and therefore, placing their denial upon the ground of the want of such information, knowledge, or belief, deny that said written statement was filed, or that the said notice referred to in said paragraph was posted forth or published as averred in said complaint or otherwise; and upon information and belief deny that the statements and allegations in said written statement are or were true; deny that the said Johnson did not purchase the said land on speculation, but aver that the same was purchased by the plaintiff and its

predecessors in interest, they paying the purchase price thereof.

And defendant denies that the said Johnson paid said sum of money or any part thereof; denies that he purchased the said land to apply it to his own use or benefit, and denies that he has not made an agreement or contract whereby he agreed that the title which he might acquire to the said land might inure to the benefit of other persons than himself; avers that said Johnson did make the said application in so far as said application was made to purchase the said lands on speculation, and that it was so purchased by him not for his own use or benefit, but pursuant to an understanding, contract, and agreement which he made prior to the 2d day of January, 1883, to convey the title which he might acquire from the government of the United States to one Charles E. Beach who was at that time acting for and on behalf of the said plaintiff and its predecessors in interest.

Defendant also denies upon information and belief that said Johnson did pay to the receiver of the land office of the Humboldt Land District the sum of two and one-half (2 1-2) dollars per acre for said land, amounting to the sum of four hundred and six (\$406) dollars or any other sum of money whatever; but allege that said payment was made by the plaintiff herein and their predecessors in interest; that said Johnson was merely used in that behalf by plaintiff and its predecessors in interest as a "dummy" and an instrument to fraudulently enter said land for said plaintiffs.

Defendant avers that he has no information, knowl-

edge, or belief sufficient to enable him to answer the allegation that upon the 6th day of July, 1883, or at any other time, said register and receiver transmitted to the general land office at Washington the testimony or papers in the matter of said alleged application by said Johnson, and placing their denial upon that ground, he hereby denies the same; upon like ground defendant denies that said papers and testimony were received or placed on file in the general land office in the month of July, 1883, or at any other time.

Defendant denies that on the 23d day of March, 1883, or at any other time, the said Johnson sold or conveyed the land described in said complaint to one Charles E. Beach, except and solely to this extent, viz., that at the time named the said Johnson did execute to the said Beach a deed of grant, bargain and sale of the said land, but alleges, upon information and belief, the fact to be that the said conveyance was not a sale of said land, and that no money or other consideration was given or paid by the said Beach for said land, and that the conveyance was made pursuant to an agreement entered into theretofore by said Johnson and plaintiff and before the filing of any application by said Johnson for the purchase of said land, to the effect that when the certificate of purchase of said land should be issued to said Johnson that he was to convey and assign the same to the said Beach; that said bargain and agreement was fraudulent and corrupt, contrary to the laws of the United States and the regulations of the land department of the United States government and against public policy.

The defendant further alleges that as to the conveyance set forth in said paragraph of said complaint by the

said Beach to Frank P. Hooper, John A. Hooper, and Josiah Bell, upon information and belief, that all of said conveyances were made without consideration and in pursuance of the corrupt and fraudulent agreement and understanding last above named.

That as to the conveyance set forth and alleged in said paragraph of said complaint by said Hoopers and Beach to the California Redwood Company, by deed dated July 27th, 1883, defendant avers upon information and belief that said conveyance was likewise without consideration and was made in pursuance of the corrupt and fraudulent agreement and understanding above referred to.

Defendant further alleges, upon information and belief, that all of the grantees in the above conveyance took the same with full and entire knowledge of the existence of said corrupt, fraudulent, and unlawful agreement and understanding.

Upon information and belief, defendant alleges that the said Johnson never paid to the receiver of the land office the sum of four hundred and six and 40-100 (\$406.-40) dollars or any other sum of money, but that said sum of money was paid by the said Beach or some other person or persons acting for and on behalf and as the agent of the said plaintiff above named.

Defendant admits that on the 7th day of June, 1889, the commissioner of the general land office of the government of the United States did make an order canceling the said entry of said land, by the said Johnson and declaring said entries to be null and void.

Defendant further avers upon information and belief that the said Beach and each and every of the said gran-

tees and grantors in the several conveyances in said complaint set forth, were at the time of said conveyance, the agents, employees, officers, directors, or stockholders in said plaintiff corporation; that the said Beach and the said grantors and grantees in all of said conveyances as defendant avers, upon information and belief, acted under and in accordance with the instructions of the said plaintiff corporation and they were acting in confederation and concert and as the agents and representatives of said plaintiff and for their benefit, and with their full knowledge and consent, and with the illegal and fraudulent object of giving to said plaintiff corporation a colorable title to said land, and with the purpose of thereby depriving the United States of its title to the same and the value thereof.

The defendant denies, upon information and belief, that the California Redwood Company was, or now is, without knowledge or notice that the said entry of said land by said Johnson had been procured by the said Beach; denies that the said plaintiff was ignorant that said entry was made for its benefit; denies that the said plaintiff in good faith, or at all, believed said entry to be valid, regular, or honest, or believed that the statements contained in the application of said Johnson for the said land were true; denies that relying upon the belief that said statements were true or upon the record, or upon subsequent or any transfers, the said plaintiff did, in the usual course of business, purchase said lands.

Defendant further denies that the order of the commissioner of the general land office canceling said entry was without jurisdiction or was or is void; but, on the contrary, avers that said order making said cancellation

was made upon due notice to plaintiff and its predecessors in interest, in accordance with the laws governing the disposition of the public lands of the United States, and the regulations of the land department made in pursuance thereof.

And for another, further, and separate defense hereto, the said defendant avers that on the 15th day of September, 1892, he did apply for and enter said land in the land office at Eureka, in the form and manner prescribed by the act of Congress of June 3d, 1878; and that thereafter, and on the 10th day of March, 1891, a patent for said land in the name of the United States, signed by the President and countersigned by the recorder of the general land office at Washington, was issued to the said defendant from the general land office at Washington; that the said entry was made in good faith, and without any knowledge or notice of any entry or payment for said land by the said Johnson or his successors in interest, or any or either of them.

Defendant further avers that in making said cancellation of said entry of the said Johnson the commissioner of the general land office acted within his jurisdiction upon ample evidence, with notice to all parties, and upon full proof and knowledge of the fraudulent character of the entry of the said Johnson, and of the corrupt understanding and agreement under which said entry was made by him, the said Johnson, for the benefit of this plaintiff.

For another and separate answer and defense hereto, defendant avers that he should have judgment herein, upon the ground that more than five years have elapsed

since the issuance by the United States government of its patent to the said land hereinbefore described to defendant; that the alleged equity relied upon by plaintiff is stale, and this action comes too late to entitle the plaintiff to any equitable relief herein.

And for another and separate answer and defense hereto defendant avers that the cause of action stated in said bill is barred by the provisions of sections 317, 318, 322 and 323, the 4th subdivision of section 333 and section 343 of the Code of Civil Procedure of the State of California.

Wherefore, defendant prays that this bill may be dismissed, and for judgment in his favor.

Dated February 3, 1897.

HENLEY & COSTELLO,
Attorneys for Defendant.

[Endorsed]: Filed April 10, 1897. W. J. Costigan,
Clerk. By W. B. Beaizley, Dep. Clerk.

*In the Circuit Court of the United States, Ninth Circuit
Northern District of California.*

CALIFORNIA REDWOOD COM- PANY,	Complainant,	} No. 12,015.
vs.		
WILLIAM MAHAN,	Respondent.	

Enrollment.

The complainant filed its bill of complaint hereon on the 1st day of December, 1894, which is hereto annexed.

A subpoena to appear and answer in said cause was thereupon issued, returnable on the 4th day of February, A. D. 1895, which is hereto annexed.

The respondent appeared herein on the 7th day of August, 1895, by Henley & Costello, Esqs., his solicitors.

On the 7th day of August, 1895, an answer was filed herein, which is hereto annexed.

On the 24th day of February, 1896, a replication to the answer was filed herein, which is hereto annexed.

On the 10th day of April, 1897, an amended answer was filed herein, which is hereto annexed.

Thereafter, on the 12th day of April, 1897, a final de-

cree was signed, filed, and entered herein, in the words and figures following, to-wit:

At a stated term, to-wit, the March term, A. D. 1897, of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Northern District of California, held at the courtroom in the city and county of San Francisco, on Monday, the 12th day of April, in the year of our Lord one thousand eight hundred and ninety-seven.

Present: The Honorable WILLIAM W. MORROW, District Judge.

CALIFORNIA REDWOOD COM-	}	No. 12,015.
PANY, a Corporation,		
Complainant,		
vs.		
WILLIAM MAHAN,	}	
Defendant.		

Decree.

This cause came on to be heard at the February, 1896, term of this Court, and was argued by Chas. P. Eells, Esq., counsel for the complainant, and by Barclay Henley, Esq., counsel for the defendant, and submitted to the Court for consideration and decision:

Whereupon, on consideration thereof, it is ordered, adjudged, and decreed that complainant's bill of complaint

herein be, and the same hereby is, dismissed, and that defendant recover from complainant his costs in this behalf expended, taxed at \$.

WM. W. MORROW,
District Judge.

[Endorsed]: Filed and entered April 12th, 1897. W. J. Costigan, Clerk.

Certificate to Enrollment.

Whereupon, said pleadings, subpoena, final decree, and a memorandum of taxed costs are hereto annexed, said final decree being duly signed, filed, and enrolled, pursuant to the practice of said Circuit Court.

Attest, etc.

[Seal]

W. J. COSTIGAN, Clerk.

[Endorsed]: Enrolled papers. Filed April 12th, 1897.
W. J. Costigan, Clerk.

*In the Circuit Court of the United States, Ninth Circuit, in
and for the Northern District of California.*

IN EQUITY.

CALIFORNIA REDWOOD COM- PANY,		}	No. 12,015.
	Complainant,		
vs.		}	
WILLIAM MAHAN,	Respondent.		

Opinion.

Bill in equity to have the respondent decreed to hold, in trust for the complainant, the legal title to a certain quarter section of land. Bill dismissed.

Messrs. PAGE, McCUTCHEN & EELLS, Solicitors for Complainant.

Messrs. HENLEY & COSTELLO, Solicitors for Respondent.

MORROW, District Judge.—This case presents substantially the same questions as were raised in the case of California Redwood Company v. B. S. Litle, No. 11,812, just decided, and upon the authority of that case, and of the case of American Mortg. Co. v. Hopper, 64 Fed. Rep. 553, the bill will be dismissed with costs.

[Endorsed]: Filed April 12, 1897. W. J. Costigan,
Clerk. By W. B. Beaizley, Deputy Clerk.

At a stated term, to-wit, the November term, A. D. 1896,
of the Circuit Court of the United States of America,
of the Ninth Judicial Circuit, in and for the North-
ern District of California, held at the courtroom in
the city and county of San Francisco, on Wednes-
day, the 6th day of January, in the year of our Lord
one thousand eight hundred and ninety-seven.

Present: Honorable WILLIAM W. MORROW, Dis-
trict Judge.

CALIFORNIA REDWOOD CO.,	
vs.	
PETER BELCHER, Assignee, etc.,	} No. 12,011.
et al.	

CALIFORNIA REDWOOD CO.,	} No. 12,013.
vs.	
ARTHUR M. SMITH et al.	

CALIFORNIA REDWOOD CO.,	} No. 12,015.
vs.	
WM. MAHAN.	

**Order that Testimony in Case of California Red-
wood Company v. Litle Apply to Other Cases.**

These causes came on this day to be heard, Chas. P.
Eells, Esq., appearing for complainant, and Barclay

Henley and B. F. Bergen, Esqs., appearing for defendants. By consent, ordered evidence adduced orally before the Court pursuant to 67th rule in equity. Complainant's Exhibits A, B, C, and D were introduced in evidence, and it was ordered that the testimony of F. P. Hooper given in previous case of Cal. Redwood Co. v. Litle, No. 11,812, in so far as the same is applicable, be considered as given in these cases. Complainant rested, and the causes were continued to 11 o'clock A. M. to-morrow.

Complainants' Exhibit "A"

This indenture, made the twenty-third day of March, in the year of our Lord one thousand eight hundred and eighty-three, between John C. Johnson, of the county of Humboldt, State of California, the party of the first part, and Charles E. Beach, of the same county and State, the party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of four hundred dollars, gold coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, conveyed and confirmed, and by these presents does grant, bargain, and sell, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all that certain lot, piece, or parcel of land situate, lying, and being in the said county of Humboldt, State of California, and bounded and particularly de-

scribed as follows, to-wit: The southwest quarter of section number fifteen (15), township number eight (8), north of range one (1), east of Humboldt meridian, and containing one hundred and sixty (160) acres.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold, all and singular, the said premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Signed, sealed, and delivered in the presence of

FRED W. BELL.

his

JOHN C. X JOHNSON. [Seal]

mark

State of California, }
County of Humboldt. } ss.

On this twenty-third day of March, one thousand eight hundred and eighty-three, before me, Fred W. Bell, a notary public in and for said county, residing therein, duly commissioned and sworn, personally appeared John C. Johnson, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the county of Humboldt, the day and year first above written.

[Seal]

FRED. W. BELL,
Notary Public.

[Endorsed]: Deed. John C. Johnson to Charles E. Beach. Dated March 23, 1883. Recorded at the request of C. E. Beach, March 24th, A. D. 1883, at 20 minutes past 1 P. M., in book 8 of Deeds, page 14. Geo. A. Kellogg, Recorder. 12,015. Cal. Redwood Co. v. Mahan. Complainant's Exhibit "A." Filed Jan. 6, 1897. W. J. Costigan, Clerk. By W. B. Beazley, Dep. Clk.

Complainants' Exhibit "B."

This indenture, made the twenty-sixth day of March, in the year of our Lord one thousand eight hundred and eighty-three, between Charles E. Beach, of the county of Humboldt, State of California, the party of the first part, and F. P. and J. A. Hooper of the city and county of San Francisco, State of California, and Josiah Bell of the county of Humboldt, State of California, the parties of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of two thousand two hundred dollars, gold coin of the United States of America, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto the said parties of the second part, and to their heirs and assigns, forever, all those certain lots, pieces, or parcels of land situate, lying, and

being in the county of Humboldt, State of California, and bounded and particularly described as follows, to-wit: the southwest quarter of section fifteen (15), the southwest quarter of section twenty-two (22), and the northwest quarter of section twenty-two (22), all in township eight (8), north of range one (1), East Humboldt meridian; also the southeast quarter of the northwest quarter, the northeast quarter of the southwest quarter, and the west half of the southwest quarter of section one (1), and lots two (2), three (3), and four (4), and the southwest quarter of northwest quarter of section one (1), in township eight (8), north of range one (1), West Humboldt meridian, and containing in all eight hundred and two (802) acres and twenty-five hundredths (25-100) of an acre, and conveyed to the parties of the second part hereto in proportion of interest as follows, to-wit: To F. P. Hooper, nine-twentieths (9-20) of the whole; to J. A. Hooper, nine-twentieths (9-20) of the whole, and to Josiah Bell, two-twentieths (2-20) of the whole. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To have and to hold all and singular the said premises, together with the appurtenances, unto the said parties of the second part, and to their heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

CHARLES E. BEACH. [Seal]

Signed, sealed, and delivered in the presence of
FRED W. BELL.

State of California, }
County of Humboldt. } ss.

On this twenty-sixth day of March, one thousand eight hundred and eighty-three, before me, Fred W. Bell, a notary public in and for said county, residing therein, duly commissioned and sworn, personally appeared Charles E. Beach, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the said county of Humboldt, the day and year first above written.

[Seal]

FRED W. BELL,
Notary Public.

[Endorsed]: Deed. Charles E. Beach to F. P. and J. A. Hooper and Josiah Bell. Dated March 26th, 1883. Recorded at the request of F. P. Hooper, Apr. 30th, 1883, at 45 minutes past 4 P. M., in book 8 of Deeds, page 456. Geo. A. Kellogg, Recorder. 11812. Cal. Redwood Co. v. Litle. Complainant's Exhibit "B." Filed Jan. 6,

1897. W. J. Costigan, Clerk. By W. B. Beazley, Dep. Clk; and also in 12,011, Complainant's Ex. "B"; 12,013, Complainant's Ex. "B," and 12,015, Complainant's Ex. "B." Filed Jan. 6, 1897. W. J. Costigan, Clerk. By W. B. Beazley, Dep. Clerk.

Complainants' Exhibit "C."

We, F. P. Hooper, J. A. Hooper, and Josiah Bell, grant to the California Redwood Company, a corporation organized and existing under the laws of the State of California, all that real property situate in the county of Humboldt, State of California, and described on and according to the official plat of the survey of said lands returned to the general land office of the United States at Washington, by the surveyor general, as follows:

The southeast quarter (S. E. $\frac{1}{4}$) of section number twenty-four (24), the east half of the northwest quarter (E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$), the northeast quarter (N. E. $\frac{1}{4}$), the east half of the southwest quarter (E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$), and the southeast quarter (S. E. $\frac{1}{4}$) of section number twenty-five (25); the southeast quarter of the southwest quarter (S. E. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$) of section number twenty-six (26), the east half (E. $\frac{1}{2}$), the east half of the northwest quarter (E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$), and the east half of the southwest quarter (E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$) of section number thirty-five (35), and section number thirty-six (36), all in township number nine (9), north of range number one (1) west, Humboldt meridian.

Lots number one (1), two (2), three (3), and four (4), the southeast quarter of the northwest quarter (S. E. $\frac{1}{4}$ of

N. W. $\frac{1}{4}$), the southwest quarter of the northeast quarter (S. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$), the north half and the southwest quarter of the southwest quarter (N. $\frac{1}{2}$ and S. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$) of section number one (1). Lots number one (1), two (2), and three (3), the south half of the northeast quarter (S. $\frac{1}{2}$ of N. E. $\frac{1}{4}$) and the southeast quarter (S. E. $\frac{1}{4}$) of section number two (2), the northeast quarter and the south half of the northwest quarter (N. E. $\frac{1}{4}$ and S. $\frac{1}{2}$ of N. W. $\frac{1}{4}$), and the east half (E. $\frac{1}{2}$) of section number eleven (11); section number twelve (12); section number thirteen (13); the east half (E. $\frac{1}{2}$) of section number fourteen (14); section number (twenty-four (24), lots one (1), two (2), four (4), and six (6). The northeast quarter of the northwest quarter (N. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$) and the northwest quarter of the northeast quarter (N. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$) of section number twenty-five in township number eight (8), north of range one (1) west, Humboldt meridian.

Section number sixteen (16), the northwest quarter of the southwest quarter (N. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$), and the south half of the southwest quarter (S. $\frac{1}{2}$ of S. W. $\frac{1}{4}$); the northeast quarter of the southeast quarter (N. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$), and the south half of the southeast quarter (S. $\frac{1}{2}$ of S. E. $\frac{1}{4}$); the south half of the northeast quarter (S. $\frac{1}{2}$ of N. E. $\frac{1}{4}$), and the northeast quarter of the northeast quarter (N. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$) of section number nineteen (19), the * half of section number thirty (30), the southeast quar-

*W. See deed of correction July 27, 1883. Lib. 9, Deeds, p. 623.

ter (S. E. $\frac{1}{4}$) of section number fifteen (15); section number thirty-six (36); an undivided one-half ($\frac{1}{2}$) interest in the east half of the southeast quarter (E. $\frac{1}{2}$ of S. E. $\frac{1}{4}$) of section number seven (7); in the southeast quarter of the northwest quarter (S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$); the northeast quarter of the northeast quarter (N. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$), and the south half of the northeast quarter (S. $\frac{1}{2}$ of N. E. $\frac{1}{4}$); the southeast quarter (S. E. $\frac{1}{4}$) and the southwest quarter (S. W. $\frac{1}{4}$) of section number eight (8) in section number seventeen (17); in the northwest quarter (N. W. $\frac{1}{4}$), the northeast quarter (N. E. $\frac{1}{4}$), the southeast quarter (S. E. $\frac{1}{4}$), and the north half of the southwest quarter (N. $\frac{1}{2}$ of S. W. $\frac{1}{4}$) of section number twenty (20); in section number twenty-one (21); in the southwest quarter of section number twenty-six (26); in the south half of section number twenty-seven (27); in the section number twenty-eight (28); in the northeast quarter (N. E. $\frac{1}{4}$), the southeast quarter (S. E. $\frac{1}{4}$), the southwest quarter (S. W. $\frac{1}{4}$), and the east half of the northwest quarter (E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$) of section number twenty-nine (29); in the east half (E. $\frac{1}{2}$) of section number thirty (30); in the northeast quarter (N. E. $\frac{1}{4}$), the southeast quarter (S. E. $\frac{1}{4}$), the east half of the northwest quarter (E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$), and the east half of the southwest quarter (E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$) of section number thirty-one (31); in the section number (32); in the section number thirty-three (33); in the section number thirty-four (34); and in the section number thirty-five (35), all in township number nine (9), north of range number one (1) east, Humboldt meridian.

The northeast quarter (N. E. $\frac{1}{4}$) and the southeast quarter (S. E. $\frac{1}{4}$) of section number five (5); the southeast

quarter (S. E. $\frac{1}{4}$), and the southwest quarter (S. W. $\frac{1}{4}$) of section number seven (7); the southwest quarter (S. W. $\frac{1}{4}$) of section number fifteen (15); the southwest quarter of section number sixteen (16), the southeast quarter (S. E. $\frac{1}{4}$) and the southwest quarter (S. W. $\frac{1}{4}$) of section number seventeen (17); section number eighteen (18); section number nineteen (19); section number twenty (20); section number twenty-one (21); the northwest quarter and the southwest quarter (N. W. $\frac{1}{4}$ and S. W. $\frac{1}{4}$) of section number twenty-two (22); the northwest quarter (N. W. $\frac{1}{4}$) of section number twenty-seven (27); the northeast quarter (N. E. $\frac{1}{4}$), the northwest quarter (N. W. $\frac{1}{4}$), and the southwest quarter (S. W. $\frac{1}{4}$) of section number twenty-eight (28); section number twenty-nine (29); section number thirty (30); the northwest quarter (N. W. $\frac{1}{4}$), the northeast quarter (N. E. $\frac{1}{4}$), the east half of the southwest quarter (E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$), and the west half of the southeast quarter (W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$) of section number thirty-two (32), and the northwest quarter (N. W. $\frac{1}{4}$) of section number thirty-three (33).

And an undivided one-half ($\frac{1}{2}$) interest in section number two (2); in section number three (3); in section number four (4); in the northeast quarter (N. E. $\frac{1}{4}$) and southeast quarter (S. E. $\frac{1}{4}$) of section number (5); in the east half of the northwest quarter (E. $\frac{1}{2}$ of N. W. $\frac{1}{4}$) and the northeast quarter (N. E. $\frac{1}{4}$) of section number eight (8); in the section number nine (9); in section number ten (10); in section number eleven (11); in the northwest quarter (N. W. $\frac{1}{4}$) and the southwest quarter (S. W. $\frac{1}{4}$) of section number (12), all in township number eight (8), north of range one (1) east, Humboldt meridian.

All rights of way over, across, and through, and all the timber and the rights to cut, remove, and appropriate the same standing upon the northwest quarter (N. W. $\frac{1}{4}$) of the section number fourteen (14), the southwest quarter (S. W. $\frac{1}{4}$), and the northwest quarter (N. W. $\frac{1}{4}$) of the section number eleven (11), and the southwest quarter of section number two (2) in township number eight (8), north of range one (1) west, Humboldt meridian.

Also all those certain town lots situate in the town of Trinidad, county of Humboldt, State aforesaid, and described on and according to the official map of said town as surveyed and platted by J. S. Murray, July 11th, 1871, and filed in the office of the county recorder of said county on October 2d, 1871, and now on file therein as follows:

Lots numbered one (1), two (2), three (3), four (4), five (5), nine (9), thirteen (13), fourteen (14), fifteen (15), thirty (30), thirty-one (31), thirty-four (34), thirty-seven (37), forty (40), and forty-two (42); all of the right, title, and interest of the grantors in lots number twenty-nine (29), forty-three (43), forty-five (45), and eight (8); and all rights of way and easements in lots numbered forty-one (41), forty-four (44), and twenty-one (21).

And all and every the other timber lands, town lots, and real property of the grantors, or any or either of them, situate in the said county of Humboldt, State of California.

And also all wharves, wharf privileges, rights, and franchises, railroads, superstructures for railroads, moor-

ings, anchors, and chains in Trinidad Bay, sawmills, shinglemills, blacksmith shops, boardinghouses, barns, stores and other buildings in said county.

Excepting, however, from this grant the following described real property belonging to said Josiah Bell, to-wit:

The southwest quarter (S. W. $\frac{1}{4}$) of section number fifteen (15), township nine (9), north range one (1), east Humboldt meridian; that portion of lot number twenty-nine (29) in the township of Trinidad, situate at the northeast (N. E.) corner of said lot, being about eighty (80) feet square, which is held in common by said Bell and one J. S. Baker; and that portion of lot number forty-five (45) in said town, which is held in common by said Bell and said J. S. Baker.

It is the intention of this grant to vest in the grantee all and every the timber lands, town lots, and real property, and all interests and rights therein possessed or claimed by the grantors, or any or either of them, situate in said Humboldt county, and which has heretofore been known as the property and plant of the "Trinidad Mill Company," that being the name and style of the copartnership heretofore existing between the grantors, saving and excepting only the premises described in the aforesaid exception.

And we, the said F. P. Hooper, J. A. Hooper, and Josiah Bell, covenant with the said the California Redwood Company that we, and each of us, and all persons acquiring any interest in the property hereby granted, or intended so to be, through or for us, or any of us, will,

on demand, execute and deliver to the said the California Redwood Company, at the expense of the latter, any further assurance of the same that may be reasonably required.

Witness, our hands this 27th day of July, A. D. 1883.

F. P. HOOPER. [Seal]

JOHN A. HOOPER. [Seal]

JOSIAH BELL. [Seal]

City and County of San Francisco. }
 State of California, } ss.

On the twenty-seventh day of July, A. D. one thousand eight hundred and eighty-three, before me, James L. King, a notary public in and for said city and county, residing therein, duly commissioned and sworn, personally appeared F. P. Hooper, J. A. Hooper, and Josiah Bell, known to me to be the individuals described in, whose names are subscribed to, and who executed the annexed instrument, and they severally acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the city and county of San Francisco, the day and year last above written.

[Seal]

JAMES L. KING,

Notary Public.

[Endorsed]: F. P. Hooper and others to The California Redwood Company. Dated July 27th, 1883. Recorded at the request of Jno. A. Watson, agent Wells, Fargo & Co., August 2d, 1883, at 30 minutes past 3 P. M., in book

9 of Deeds, page 420, etc. Geo. A. Kellogg, Recorder. 11,812. Cal. Redwood Co. v. Litle. Complainant's Exhibit "C." Filed Jan. 6, 1897. W. J. Costigan, Clerk. By W. B. Beazley, Deputy Clerk. Also in 12,011, Complainant's Ex. "C"; 12,013, Complainant's Ex. "C," and 12,015, Complainant's Ex. "C." Filed Jan. 6, 1897. W. J. Costigan, Clerk. By W. B. Beazley, Dep. Clerk.

Complainants' Exhibit "D."

"P."

W. E. V.

J. R. M.

DEPARTMENT OF THE INTERIOR.

General Land Office,
Washington, D. C., February 28, 1896.

I, S. W. Lamoreux, commissioner of the general land office, do hereby certify that the annexed copy of entry papers in canceled timber land entry No. 5118 by John C. Johnson, for the S. W. $\frac{1}{4}$, sec. 15, T. 8 N., R. 1 E., H. M., Humboldt Land District, California, and other papers and correspondence relating thereto, is a complete, true, and literal exemplification of the originals as shown by the files and records of this office.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of this office to be affixed at the city of Washington, on the day and year above written.

[Seal of Patent Office.]

S. W. LAMOREUX,
Commissioner of the General Land Office.

P.

S. S. T.

A. Y.

87-132306.

B. B. S.

DEPARTMENT OF THE INTERIOR.

General Land Office,

Washington, D. C., Mar. 8, 1888.

Register and Receiver, Humboldt, California.

Gentlemen: J. C. Johnson made timber land entry No. 5118, Mar. 21, 1883, of the S. W. $\frac{1}{4}$, sec. ~~15~~, tp. 8 N., R. 1 E., H. M., alleging on Nov. 28, 1887, Special Agent B. F. Bergen reported that he had made a personal examination of such tract, and found the land to be densely covered with redwood timber, for which it is chiefly valuable,

He further reports that, as shown by the county records, the land was conveyed to C. E. Beach, two days after entry, consideration \$400, and that Beach, three days afterward, conveyed the land to T. P. Hooper and J. A. Hooper.

He further reports that he is convinced there was willful fraud in the entry, and that the entryman was in collusion with other parties when making the same, as he was a man of no means, and conveyed the land to Beach immediately after entry for less than it would cost to make such entry. Said entry is accordingly held for cancellation.

You will give claimant due notice of this action, informing him of the nature and substance of the special agent's report, as set forth above, and advising him that he will be allowed sixty days in which to apply for a hearing to show cause why his entry should be sustain-

ed, in accordance with circular instructions of July 31, 1885, as amended by the circular of May 24, 1886, and that if he fails to show cause why his entry should be sustained, the same will be finally canceled.

If you have knowledge that the land has been transferred or mortgaged, you will also notify the transferee or mortgagee.

Respectfully,

S. M. STOCKSLAGER,
Acting Commissioner.

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Post Office at

RETURN TO:

Stamp here name of Post Office.

Eau Claire
May 4
5:30 p. m.
1888
Wis.

and date of delivery

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

1-89-11050-11

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Post Office at

RETURN TO:

Stamp here name of Post Office.

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Post Office at

RETURN TO:

Stamp here name of Post Office.

Eureka, Cal.
May 25
3 p. m.
1888

and date of delivery.

Name of Sender U. S. Land Office

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

1889-11050-15

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **343** from Post Office at _____ Registered
May, 16 1888

Eureka, Cal.

*Reg. Letter } Addressed to **H. C. PUTNAM**
Reg. Parcel }

EAU CLARIE

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to the right.

H. C. PUTNAM

When delivery is made to other than addressee, the name of both addressee and recipient must appear.

KLINGENBERG

* Erase letter or parcel according to which is sent.

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **91** from Post Office at _____ Registered
Jul. 12, 1888

Eureka, Cal.

*Reg. Letter } Addressed to **A. R. STEWART**
Reg. Parcel }

E

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to the right.

When delivery is made to other than addressee the name of both addressee and recipient must appear.

Signature in ink.

* Erase letter or parcel according to which is sent.

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **301** from Post Office at _____ Registered
May, 1888

Eureka, Cal.

*Reg. Letter } Addressed to **A. C. WINZLER**
Reg. Parcel }

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to the right.

When delivery is made to other than addressee, the name of both addressee and recipient must appear.

A. C. WINZLER

* Erase letter or parcel according to which is sent.

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Post Office at

RETURN TO:

Stamp here name of Post Office.

Chicago, S. W. D.
S. J. A. Jan. 23
Reg.

and date of delivery.

Name of Sender U. S. Reg. 34060

Street and Number, }
or Post Office Box. } _____

Post Office at Eureka,

County of _____ State of California.

1889-11050-6

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Post Office at

RETURN TO:

Stamp here name of Post Office.

Eureka, Cal.
July 17, 9 a. m.
1888

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, }
or Post Office Box. } _____

Post Office at Humboldt,

County of _____ State of California.

1889-11050-3

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Post Office at

RETURN TO:

Stamp here name of Post Office.

Eureka, Cal.
May 31
1888

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, }
or Post Office Box. } _____

Post Office at Humboldt,

County of _____ State of California.

1889-11050-18

REGISTRY RETURN RECEIPT sent _____		189 .
Reg. No. 57 from Post Office at _____		Registered Jan. 11, 1888 Eureka, Cal.
*Reg. Letter } Reg. Parcel }	Addressed to T. W. HARVEY	
C		2
After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.		
RECEIVED THE ABOVE DESCRIBED REGISTERED		*LETTER PARCEL
(SENDER'S NAME ON OTHER SIDE.)		
Sign on dotted lines to the right.		T. W. HARVEY
When delivery is made to other than addressee, the name of both addressee and recipient must appear.		
		by R. H. HOOVEY
* Erase letter or parcel according to which is sent.		

REGISTRY RETURN RECEIPT sent _____		189 .
Reg. No. 216 from Post Office at _____		Registered Jul. 12, 1888 Eureka, Cal.
*Reg. Letter } Reg. Parcel }	Addressed to H. L. SMITH	
E.		
After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.		
RECEIVED THE ABOVE DESCRIBED REGISTERED		*LETTER PARCEL
(SENDER'S NAME ON OTHER SIDE.)		
Sign on dotted lines to the right.		H. L. SMITH
When delivery is made to other than addressee, the name of both addressee and recipient must appear.		
		* Erase letter or parcel according to which is sent.

REGISTRY RETURN RECEIPT sent _____		189 .
Reg. No. 324 from Post Office at _____		Registered May 11, 1888 Eureka, Cal.
*Reg. Letter } Reg. Parcel }	Addressed to H. L. SMITH	
E.		
After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.		
RECEIVED THE ABOVE DESCRIBED REGISTERED		*LETTER PARCEL
(SENDER'S NAME ON OTHER SIDE.)		
Sign on dotted lines to the right.		HORACE L. SMITH
When delivery is made to other than addressee, the name of both addressee and recipient must appear.		
		* Erase letter or parcel according to which is sent.

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. Post Office at

RETURN TO:

Stamp here name of Post Office.

Eau Claire
Jul. 23
5:30 p. m.
1888
Wis.

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

1889-11050-17

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. Post Office at

RETURN TO:

Stamp here name of Post Office.

Chicago, Ill.
May 18
9:30 p. m.
88

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

1889-11050-9

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. Post Office at

RETURN TO:

Stamp here name of Post Office.

Eureka, Cal.
May 31
1888

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

1889-11050-10

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **86** from Post Office at _____Registered
Jul 12 1888
Eureka, Cal.*Reg. Letter }
Reg. Parcel } Addressed to **H. C. PUTNAM****EAU CLARIE**

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to
the right.When delivery is made to
other than addressee, the
name of both addressee and
recipient must appear.**H. C. PUTNAM****KLINGENBERG**

* Erase letter or parcel according to which is sent.

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **319** from Post Office at _____Registered
May 11. 1888
Eureka, Cal.*Reg. Letter }
Reg. Parcel } Addressed to **W. H. SWIFT****C**

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to
the right.When delivery is made to
other than addressee, the
name of both addressee and
recipient must appear.**W. H. SWIFT****M. C. SABIN**

* Erase letter or parcel according to which is sent.

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **312** from Post Office at _____Registered
May 1. 1888
Eureka, Cal.*Reg. Letter }
Reg. Parcel } Addressed to **H. L. SMITH****E.**

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to
the right.When delivery is made to
other than addressee, the
name of both addressee and
recipient must appear.**HORACE L. SMITH**

* Erase letter or parcel according to which is sent.

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. Post Office at

RETURN TO:

Stamp here name of Post Office.

Chicago
May 22
6:30 p. m.

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

1889-11050-14

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. Post Office at

RETURN TO:

Stamp here name of Post Office.

Eau Claire
May 21
5:30 p. m.
1888

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

1889-11050-13

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. Post Office at

RETURN TO:

Stamp here name of Post Office.

Como
May 14
1888
C

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } _____
or Post Office Box. }

Post Office at Eureka,

County of _____ State of California.

1889-11050-16

REGISTRY RETURN RECEIPT sent _____		189 .
Reg. No. <u>344</u> from Post Office at _____		Registered May 16, 1888 Eureka, Cal.
*Reg. Letter } Reg. Parcel }	Addressed to <u>W. H. SWIFT</u>	
C		
After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.		
RECEIVED THE ABOVE DESCRIBED REGISTERED		*LETTER PARCEL
(SENDER'S NAME ON OTHER SIDE.)		
<i>Sign on dotted lines to the right.</i> When delivery is made to other than addressee, the name of both addressee and recipient must appear.	<u>W. H. SWIFT</u> <u>M. C. SABIN</u>	
* Erase letter or parcel according to which is sent.		

REGISTRY RETURN RECEIPT sent _____		189 .
Reg. No. <u>321</u> from Post Office at _____		Registered May 11 1888 Eureka, Cal.
*Reg. Letter } Reg. Parcel }	Addressed to <u>H. C. PUTNAM</u>	
EAU CLAIRE		
After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.		
RECEIVED THE ABOVE DESCRIBED REGISTERED		*LETTER PARCEL
(SENDER'S NAME ON OTHER SIDE.)		
<i>Sign on dotted lines to the right.</i> When delivery is made to other than addressee, the name of both addressee and recipient must appear.	<u>H. C. PUTNAM</u> by <u>KLINGENBERG</u>	
* Erase letter or parcel according to which is sent.		

REGISTRY RETURN RECEIPT sent _____		189 .
Reg. No. <u>309</u> from Post Office at _____		Registered May 9, 1888 Eureka, Cal.
*Reg. Letter } Reg. Parcel }	Addressed to <u>CHAS. HANSEN, Comr.</u>	
After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.		
RECEIVED THE ABOVE DESCRIBED REGISTERED		*LETTER PARCEL
(SENDER'S NAME ON OTHER SIDE.)		
<i>Sign on dotted lines to the right.</i> When delivery is made to other than addressee, the name of both addressee and recipient must appear.	<u>C. HANSEN</u>	
* Erase letter or parcel according to which is sent.		

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Post Office at

RETURN TO: 22967

Stamp here name of Post Office.

New York
May 25
2:30 P. M.
88

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

1889-11050-12

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Post Office at

RETURN TO:

Stamp here name of Post Office.

Eureka,
June 1
3 p. m. 1888
Cal.

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at _____

County of Humboldt, State of California.

1889-11050-8

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS.

Post Office at

RETURN TO:

Stamp here name of Post Office.

Eureka
May 13
Cal.

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

1889-11050-7

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **301** from Post Office at _____ Registered
May 15 1888

Eureka, Cal.

*Reg. Letter }
Reg. Parcel } Addressed to **R. S. WALKER**

N. Y.

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to
the right.**GEO. CEISEL**When delivery is made to
other than addressee, the
name of both addressee and
recipient must appear.**R. S. WALKER**

* Erase letter or parcel according to which is sent.

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **216** from Post Office at _____ Registered
May 5 1888

Eureka, Cal., E.

*Reg. Letter }
Reg. Parcel } Addressed to **H. L. SMITH**

E.

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to
the right.**HORACE L. SMITH**When delivery is made to
other than addressee, the
name of both addressee and
recipient must appear.

* Erase letter or parcel according to which is sent.

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **300** from Post Office at _____ Registered
May 18 1888

Eureka, Cal.

*Reg. Letter }
Reg. Parcel } Addressed to **S. F. BALCOM**

E.

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to
the right.**S. F. BALCOM**When delivery is made to
other than addressee, the
name of both addressee and
recipient must appear.

* Erase letter or parcel according to which is sent.

United States Land Office,
Humboldt, California, May 9, 1888.

S. F. Balcom, Esq., Eureka, Cal.

Sir: You are hereby notified that the following timber land cash entries have been held for cancellation by Department Letters "P," of Mar. 2, 8, 29, April 17, and 19th, 1888, upon reports of Special Agent B. F. Bergen to the effect that the said entries were severally made in the interest of other parties.

T. L. C. E. No. 5080, made Mar. 12, 1883, by Wm. C. Robertson, for S. $\frac{1}{2}$ of N. E. $\frac{1}{4}$, and lots 1 and 2, sec. 2, tp. 8 N., r. 2 E., H. M.

T. L. C. E. No. 5097, made Mar. 19, 1883, by James A. Mead, for S. E. $\frac{1}{4}$, sec. 3, tp. 9 N., R. 1 E., H. M.

T. L. C. E. No. 5247, made May 18, 1883, by John G. Sherman, for W. $\frac{1}{2}$ of N. W. $\frac{1}{4}$ and W. $\frac{1}{2}$ of S. W. $\frac{1}{4}$, sec. 15, tp. 13 N., R. 1 E., H. M.

T. L. C. E. No. 5267, made May 21, 1883, by Alfred C. Winzler, for N. E. $\frac{1}{4}$, sec. 34, tp. 13 N., r. 1 E., H. M.

T. L. C. E. No. 5343, made June 2, 1883, by Albert Foster, for N. $\frac{1}{2}$ of N. E. $\frac{1}{4}$ sec. 9, W. $\frac{1}{2}$ of S. W. $\frac{1}{4}$, sec. 1, tp. 8, N. R. 1 E., H. M.

T. L. C. E. No. 5344, made June 2, 1883, by Edward Hall for S. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$, E. $\frac{1}{2}$ of S. E. $\frac{1}{4}$, and lot 1, sec. 4, tp. 8, N. R. 1, E., H. M.

T. L. C. E. No. 5347, made June 3, 1883, by James O. Dermott for S. $\frac{1}{2}$ of N. W. $\frac{1}{4}$, and lots 3 and 4, sec. 3, tp. 8, N. R. 1 E., H. M.

T. L. C. E. No. 5348, made June 4, 1883, by Charles Hansen, for S. E. $\frac{1}{4}$, sec. 34, tp. 13, N. R. 1 E., H. M.,

T. L. C. E. No. 5474, made July 9, 1883, by Thomas Williamson, for S. W. $\frac{1}{4}$, sec. 9, tp. 7, N. R. 2 E., H. M.

T. L. C. E. No. 5477, made July 9, 1883, by Charles Brown, for S. $\frac{1}{2}$ of S. W. $\frac{1}{4}$, N. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, sec. 21, S. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$, sec. 28, tp. 7, N. R. 2 E., H. M.

T. L. C. E. No. 5478, made July 9, 1883, by Perry Connor, for N. W. $\frac{1}{4}$, sec. 28, tp. 7, N. R. 2 E., H. M.

T. L. C. E. No. 5480, made July 9, 1883, by David Ellis, for S. W. $\frac{1}{4}$, sec. 23, tp. 7 N. R. 2 E., H. M.

T. L. C. E. No. 5482, made July 9, 1883, by Henrietta Morton, for N. W. $\frac{1}{4}$, sec. 14, tp. 7, N. R. 2 E., H. M.

T. L. C. E. No. 5484, made July 9, 1883, by Edward T. Knaack for S. E. $\frac{1}{4}$, sec. 15, tp. 7, N. R. 2 E., H. M.

Also, T. L. C. E. No. 4973, made Feby. 24, 1883, by James Gibson, for N. E. $\frac{1}{4}$, sec. 27, tp. 9, N. R. 2 E., H. M.

T. L. C. E. No. 4975, made Feby. 24, 1883, by James Gregory, for S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, S. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$, and lots 4 and 5, sec. 6, tp. 9, N. R. 2 E., H. M.

T. L. C. E. No. 5104, made March 19, 1883, by Walter Carrier, for N. E. $\frac{1}{4}$, sec. 13, tp. 9, B. R. 1 E., H. M.

T. L. C. E. No. 5320, made May 29, 1883, by George Speed, for N. E. $\frac{1}{4}$, sec. 27, tp. 13, N. R. 1 E., H. M.

T. L. C. E. No. 5483, made July 9, 1883, by Oscar A. Betterley for N. E. $\frac{1}{4}$, sec. 15, tp. 7, N. R. 2 E., H. M.

Also, T. L. C. E. No. 5118, made March 21, 1883, by J. C. Johnson, for S. W. $\frac{1}{4}$, sec. 15, tp. 8, N. R. 1 E., H. M.

T. L. C. E. No. 5120, made March 21, 1883, by Augustus Keyser, for N. W. $\frac{1}{4}$, sec. 22, tp. 8, N. R. 1 E., H. M.

T. L. C. E. No. 5121, made March 21, 1883, by William Beach for S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, N. E. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, and W. $\frac{1}{2}$ of S. W. $\frac{1}{4}$, sec. 1, tp. 8, N. R. 1 W., H. M.

T. L. C. E. No. 5122, made March 21, 1883, by Jennie Beach, for S. W. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, and lots 2, 3, and 4, sec. 1, tp. 8, N. R. 1 W., H. M.

Also, T. L. C. E. No. 5596, made August 16, 1883, by William L. Baldwin for N. W. $\frac{1}{4}$, sec. 27, tp. 9, N. R. 1 E., H. M.

Also, T. L. C. E. No. 5457, made July 5, 1883, by William Romer, for lots 1 and 2, and S. $\frac{1}{2}$ of N. E. $\frac{1}{4}$, sec. 3, tp. 12, N. R. 1 E., H. M.

Also, T. L. C. E. No. 5078, made March 12, 1883, by John Christie, for N. $\frac{1}{2}$ of N. W. $\frac{1}{4}$, sec. 35, S. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$, sec. 9, S. E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ sec. 4, tp. 9, N. R. 2 E., H. M.

T. L. C. E. No. 5195, made May 10, 1883, by John L. Mauer, for S. E. $\frac{1}{4}$ of S. E. $\frac{1}{4}$, sec. 21, N. $\frac{1}{2}$ of N. E. $\frac{1}{4}$, sec. 28, tp. 7, N. R. 2 E., H. M.

T. L. C. E. No. 5492, made July 9, 1883, by Christen Christenson, for N. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, sec. 28, S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, sec. 21, N. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$, sec. 22, S. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$, sec. 11, T. 7, N. R. 2 E., H. M.

You are hereby advised that you will be allowed sixty (60) days in which to apply for a hearing to show cause why said entries should be sustained, in accordance with circular instructions of July 31, 1885, as amended by the circular of May 24, 1886, and that if you fail to show

cause why said entries should be sustained, the same will be finally canceled.

Respectfully,

S. C. BOOM,

Register.

B.

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. Post Office at

RETURN TO:

Stamp here name of Post Office.

and date of delivery.

Name of Sender U. S. Land Office

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **278** from Post Office at _____ Registered
May, 1888
Eureka, Cal.

*Reg. Letter } Addressed to **J. C. JOHNSON**
Reg. Parcel }

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to the right.

When delivery is made to other than addressee, the name of both addressee and recipient must appear.

Signature in ink.

* Erase letter or parcel according to which is sent.

1889-6272-2

United States Land Office,
Humboldt, California, May 9, 1888.

J. C. Johnson, Esq.

Sir: By instructions of Department Letter "P," of Mar. 8, 1888, you are hereby advised that your T. L. C. E. No. 5118 for S. W. $\frac{1}{4}$, sec. 15, tp. 8 N., R. 1 E., H. M., made Mar. 21, 1883, has been held for cancellation upon the report of Special Agent B. F. Bergen, to the effect that the said entry was made in the interests of other parties.

Made Novr. 28, 1887.

You are hereby informed that you will be allowed sixty days to apply for a hearing to show cause why your said entry should be sustained, and that if you fail to show cause why your entry should be sustained, the same will be finally cancelled.

Respectfully,
S. C. BOOM,
Register.
B.

(No. 1525.)

5, '18, 188.

Mr. J. C. Johnson,

Please apply in person, or send written order, for a registered letter to your address in this office.

P. M.

N. B.—Registered letters or parcels must never be delivered to any persons but those to whom they are addressed, or upon their written order. Identification

must be required when the applicant is unknown, and written orders must be verified and placed on file as vouchers. Postmasters will be held responsible for the wrong delivery of registered matter. (See sections 868-869, Postal Laws and Regulations, edition 1879.)

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. Post Office at

RETURN TO:

Stamp here name of Post Office.

Dowsprairie
12
May
Cal.

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. Post Office at

RETURN TO:

Stamp here name of Post Office.

San Francisco
May 14
2 p. m.
Cal.

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, } Eureka,
or Post Office Box. }

Post Office at Humboldt,

County of _____ State of California.

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **317** from Post Office at _____ Registered
May 11 1888
Eureka, Cal.

*Reg. Letter } Addressed to **C. E. BEACH**
Reg. Parcel } _____
Dowsprairie

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to the right.

C. E. BEACH

When delivery is made to other than addressee, the name of both addressee and recipient must appear.

JOHN FLAHERTY Signature in ink.

* Erase letter or parcel according to which is sent.

1889-6927

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **322** from Post Office at _____ Registered
May 11 1888
Eureka, Cal.

*Reg. Letter } Addressed to **F. P. & J. A. HOOPER, S. F.**
Reg. Parcel } _____

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL 247

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to the right.

F. P. & J. A. HOOPER

When delivery is made to other than addressee, the name of both addressee and recipient must appear.

Signature in ink.

* Erase letter or parcel according to which is sent.

1889-6927-1

United States Land Office,
Humboldt, Cal., Jany. 8, 1889.

Hon. Commissioner, Gen. Land Office, Washington, D. C.

Sir: In reply to your Letter "P" of Dec. 27, '88, relating to the entry of J. C. Johnson, No. 5118, held for cancellation under report of Special Agt. Bergen, I will say that our records show that C. A. Beach and Hooper Brothers were notified May 11 and May 14, 1888, per reg. letters, the entryman cannot be found nor is he known, no hearing having been applied for through this office as yet.

Respy,
R. W. HUTCHINS,
Receiver.

(On reverse side of letter.)

General Land Office.

1889.

6627

Jan. 17,

15-382.

E. G. F.

B. B.

Received.

U. S. Land Office, Humboldt, Cal.

Letter replying to Letter "P.," Dec. 27, '88.

R. W. HUTCHINS, Rec.

86. 61218.

C. E. 5118.

87. 132306.

Entryman not notified—not found.

Jan. 22, '89. To R. & R., S. S. T., for report.

Cancelled June 7, '89. See '89—6272. S. S. T.

P. 37-7. S. S. T.

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. **Post Office at**

RETURN TO:

Stamp here name of Post Office.

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, }
or Post Office Box. } _____

Post Office at Eureka,

County of Humboldt, State of California.

When the registered letter or parcel accompanying this card is delivered, the Postmaster will require signature to the receipt on the other side, also on his record of registered deliveries, and mail this card without cover to address below.

A penalty of \$500 is fixed by law for using this card for other than official business.

Post Office Department.

OFFICIAL BUSINESS. **Post Office at**

RETURN TO:

Stamp here name of Post Office.

**Eureka
9 a. m.
1889**

and date of delivery.

Name of Sender U. S. L. O.

Street and Number, }
or Post Office Box. } Eureka,

Post Office at Humboldt,

County of _____ State of California.

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **530** from Post Office at _____ Registered
Mar. 14. 1888

Eureka, Cal.

*Reg. Letter } Addressed to **JNO. C. JOHNSON**
Reg. Parcel }

F :

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to the right.

When delivery is made to other than addressee, the name of both addressee and recipient must appear.

Signature in ink.

* Erase letter or parcel according to which is sent.

REGISTRY RETURN RECEIPT sent _____ 189 .

Reg. No. **605** from Post Office at _____ Registered
Mar. 15. 1889

Eureka, Cal.

*Reg. Letter } Addressed to **D. EVANS**
Reg. Parcel }

E.

After obtaining receipt below, the Postmaster will mail this Card, without cover and without postage, to address on the other side.

RECEIVED THE ABOVE DESCRIBED REGISTERED { *LETTER
PARCEL

(SENDER'S NAME ON OTHER SIDE.)

Sign on dotted lines to the right.

When delivery is made to other than addressee, the name of both addressee and recipient must appear.

DAVID EVANS

Signature in ink.

* Erase letter or parcel according to which is sent.

United States Land Office,
Humboldt, Cal., March 11, 1889.

John C. Johnson, Trinidad, Cal.

Sir: By Department Letter "P" of March 8, 1888, this office is ordered to notify you that your timber entry 5118 for S. W. $\frac{1}{4}$, 15, tp. 8, N. R. 1 E., H. M., had been held for cancellation upon a report of Special Agent Bergen, to the effect that the entry was made in the interest of Hooper Brothers of San Francisco, and through the agency of C. E. Beach to whom you conveyed the land. You are advised that you will be allowed sixty days from date to apply for a hearing to show cause why your entry should be sustained, and if you fail to do this, the entry will be finally cancelled.

Very respy.,

S. C. BOOM, Register.

R. W. Hutchins, Receiver.

United States Land Office,
Humboldt, Cal., May 15, 1889.

Hon. Commissioner, Gen. Land Office, Washington, D. C.

Sir: Referring to your Letter "P" of Mch. 8, 1888, and Jany. 22, 1889, in regard to timber land entry 5118 by John C. Johnson for the S. W. $\frac{1}{4}$ of sec. 15, tp. 8 N., R. 1 E., H. M., held for cancellation upon report of Special Agt. Bergen to the effect that the entry was made in the interest other parties I have the honor to say that John C. Johnson had reg. letter sent to his last known P. O.

address March 14 1889, and David Evans was notified by reg. letter 605, March 15, 1889, and as yet no response.

Respy.,

R. W. HUTCHINS,

Receiver.

(On reverse side of letter is following:)

1889.	General Land Office, 6272. Received.	May 25	16,352. B. B.
-------	--	--------	------------------

Letter in reply to Letter "P" of Jan. 22, '89. Refers to T. L. C. 5118.

By JOHN C. JOHNSON,

R. W. Hutchins,

Rec.

86-61218.

87-132306.

89-6927.

Canceled June 7, '89.

S. S. T.

P.

S. S. T.

P.

S. S. T.

A. Y.

DEPARTMENT OF THE INTERIOR.

87-132306.

89. 6927.

General Land Office,

62721.

Washington, D. C., June 7, 1889.

Register and Receiver, Humboldt, California.

Gentlemen: By letter of March 8, 1888, tim. land entry No. 5118, of John C. Johnson for the S. W. $\frac{1}{4}$, sec. 15,

tp. 8 N., R. 1 E., H. M., was held for cancellation upon report of Special Agent B. F. Bergen.

I am in receipt of your letters of May 8 and 15, 1889, stating that the claimant was duly notified, and that the time has expired without his taking any action in the matter.

Said entry is accordingly this day canceled. You will so note on your records, and hold the land subject to entry by the first qualified applicant. Also note the cancellation on the entry papers which are now in your office.

Respectfully,

W. M. STONE,

Acting Commissioner.

(4-537.)

Sworn Statement Under Act of June 3, 1878.

Land Office at Humboldt, Cal.

Dec. 27th, 1882.

I, John C. Johnson, of Humboldt county, California, desiring to avail myself of the provisions of the act of Congress of June 3, 1878, entitled "An act for the sale of timber lands in the State of California, Oregon, Nevada and in Washington Territory," for the purchase of the S. W. $\frac{1}{4}$ of section 15, township 8, north of range 1 east, H. M., do solemnly swear that I am a ^{native} naturalized citizen of the United States, and over 21 years of age, that the said land is unfit for cultivation, and valuable chiefly for its timber; that it is uninhabited; that it contains no mining or other improvements, nor, as I verily

believe, any valuable deposit of gold, silver, cinnabar, copper, or coal; that I have made no other application under said act; that I do not apply to purchase the land above described on speculation, but in good faith to appropriate it to my own exclusive use and benefit, and that I have not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whomsoever, by which the title which I may acquire from the government of the United States may inure in whole or in part to the benefit of any person except myself.

his

JOHN X. C. JOHNSON.

mark

Sworn to and subscribed before me this 27th day of December, 1882.

SOLOMON COOPER,

Receiver.

In case the party has been naturalized or has declared his intention to become a citizen, a certified copy of his certificate of naturalization or declaration of intention, as the case may be, must be furnished.

[Endorsed]: Timber Lands —, Act of June 3, 1878. Sworn Statement. Land Office at Humboldt, Cal. Sec. 15, township 8, north, range 1 E., H. M. John C. Johnson. Dec. 27, 1882.

(4-371.)

(The testimony of two witnesses, in this form, taken separately, required in each case.)

Testimony of Witness under Act of June 3, 1878.

Manson Auger, being called as a witness in support of the application of John C. Johnson to purchase the S. W. $\frac{1}{4}$ of section 15, township 8 of range 1 east, H. M., testifies as follows:

Ques. 1. What is your postoffice address, and where do you reside?

Ans. Eureka, Humboldt county, Cala., where I now reside.

Ques. 2. What is your occupation?

Ans. Lumberman.

Ques. 3. Are you acquainted with the land above described by personal inspection of each of it, smallest legal subdivisions? Ans. I am.

Ques. 4. When and in what manner was such inspection made?

Ans. I have resided near the land for the past six years, and during that time have frequently traveled over the same.

Ques. 5. Is it occupied; or are there any improvements on it not made for ditch or canal purposes or which were not made by, or do not belong to, the said applicant?

Ans. It is not occupied and it is not improved.

Ques. 6. Is it fit for cultivation? Ans. No.

Ques. 7. What causes render it unfit for cultivation?

Ans. Poor soil, rough and broken surface, and the fact of its being heavily timbered.

Ques. 8. Are there any salines or indications of deposits of gold, silver, cinnabar, copper, or coal on this land? If so, state what they are, and whether the springs or mineral deposits are valuable?

Ans. None to my knowledge.

Ques. 9. Is the land more valuable for mineral or any other purposes than for the timber or stone thereon, or is it chiefly valuable for timber or stone?

Ans. It is chiefly valuable for the growth of timber thereon.

Ques. 10. From what facts do you conclude that the land is chiefly valuable for timber or stone?

Ans. From the fact of its being covered with timber, poor soil, and rough and broken surface.

Ques. 11. Do you know whether the applicant has directly or indirectly made any agreement or contract, in any way or manner, with any person whomsoever, by which the title which he may acquire from the government of the United States may inure in whole or in part to the benefit of any person except himself?

Ans. I do not know that he has.

Ques. 12. Are you in any way interested in this application, or in the lands above described, or the timber or stone, salines, mines, or improvements of any description whatever thereon?

Ans. No. I am not,

MANSON AUGER.

I hereby certify that witness is a person of respectability; that each question and answer in the foregoing

testimony was read to him before he signed name there-
to, and that the same was subscribed and sworn to be-
fore me this thirteenth day of March, 1883.

SOLOMON COOPER,

Receiver.

Note.—The officer before whom the testimony is taken
should call the attention of the witness to the following
section of the Revised Statutes, and state to him that it
is the purpose of the government, if it be ascertained
that he testifies falsely, to prosecute him to the full ex-
tent of the law:

Title LXX.—Crimes.—Ch. 4.

Sec. 5392. Every person who, having taken an oath
before a competent tribunal, officer, or person in any
case in which a law of the United States authorizes an
oath to be administered, that he will testify, declare, de-
pose, or certify truly, or that any written testimony, dec-
laration, deposition, or certificate by him subscribed is
true, willfully and contrary to such oath states and sub-
scribes any material matter which he does not believe to
be true, is guilty of perjury, and shall be punished by a
fine of not more than two thousand dollars, and by im-
prisonment at hard labor, not more than five years, and
shall, moreover, thereafter be incapable of giving testi-
mony in any court of the United States until such time
as the judgment against him is reversed. (See 1750.)

[Endorsed]: Timber Lands. Act of June 3, 1878.
Testimony of witness. Land Office at Humboldt, Cal.
Section 15, Township 8, N., Range 1 E.

(4-371.)

The testimony of two witnesses, in this form, taken separately, required in each case.)

Testimony of Witness under Act of June 3, 1878.

John Maguire being called as a witness in support of the application of John C. Johnson to purchase the S. W. $\frac{1}{4}$ of section 15, township 8, north of range 1 east, H. M., testifies as follows:

Ques. 1. What is your postoffice address, and where do you reside?

Ans. Trinidad, Humboldt county, Cala., where I now reside.

Ques. 2. What is your occupation?

Ans. Farmer.

Ques. 3. Are you acquainted with the land above described by personal inspection of each of it, smallest legal subdivisions?

Ans. I am.

Ques. 4. When and in what manner was such inspection made?

Ans. I have resided near the land for the past ten years, and during that time have frequently traveled over the

Ques. 5. Is it occupied, or are there any improvements on it not made for ditch or canal purposes or which were not made by, or do not belong to, the said applicant?

Ans. It is not occupied and is not improved.

Ques. 6. Is it fit for cultivation? Ans. No.

Ques. 7. What causes render it unfit for cultivation?

Ans. Poor soil, rough and broken surface, and the fact of its being heavily timbered.

Ques. 8. Are there any salines, or indications of deposits of gold, silver, cinnabar, copper, or coal on this land? If so, state what they are, and whether the springs or mineral deposits are valuable.

Ans. None to my knowledge.

Ques. 9. Is the land more valuable for mineral or any other purposes than for the timber or stone thereon, or is it chiefly valuable for timber or stone?

Ans. It is chiefly valuable for the growth of timber thereon.

Question. From what facts do you conclude that the land is chiefly valuable for timber or stone?

Ans. From the fact of its being covered with timber, poor soil, and rough and broken surface.

Ques. 11. Do you know whether the applicant has directly or indirectly made any agreement or contract, in any way or manner, with any person whomsoever, by which the title which he may acquire from the government of the United States may inure in whole or in part to the benefit of any person except himself?

Ans. I do not know that he has.

Ques. 12. Are you in any way interested in this application, or in the lands above described, or the timber or stone, salines, mines, or improvements of any description whatever thereon?

A. No. I am not.

JOHN MAGUIRE.

I hereby certify that witness is a person of respectability; that each question and answer in the foregoing

testimony was read to him before he signed name there-
to, and that the same was subscribed and sworn to be-
fore me this thirteenth day of March, 1883.

SOLOMON COOPER,

Receiver.

Note.—The officer before whom the testimony is taken should call the attention of the witness to the following section of the Revised Statutes, and state to him that it is the purpose of the government, if it be ascertained that he testifies falsely, to prosecute him to the full extent of the law:

Title LXX.—Crimes.—Ch. 4.

Sec. 5392. Every person who, having taken an oath before a competent tribunal, officer, or person in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed is true, willfully and contrary to such oath states and subscribes any material matter which he does not believe to be true, is guilty of perjury, and shall be punished by a fine of not more than two thousand dollars, and by imprisonment at hard labor, not more than five years, and shall, moreover, thereafter be incapable of giving testimony in any court of the United States until such time as the judgment against him is reversed. (See 1750.)

[Endorsed]: Timber Lands. Act of June 3, 1878.
Testimony of witness. Land Office at Eureka, Cal.
Section 15, township 8, N. range 1 E.

(2-062.)

Nonmineral Affidavit

State of California.

County of Humboldt, } ss.

John Maguire, being duly sworn according to law, deposes and says that the S. W. $\frac{1}{4}$ of sec. 15, township 8, north range 1 east, H. M., that he is well acquainted with the character of said described land, and with each and every legal subdivision thereof, having frequently passed over the same; that his knowledge of said land is such as to enable him to testify understandingly with regard thereto; that there is not, to his knowledge, within the limits thereof, any vein or lode of quartz or other rock in place, bearing gold, silver, cinnabar, lead, tin, or copper, or any deposit of coal; that there is not within the limits of said land, to his knowledge, any placer, cement, gravel, or other valuable mineral deposit; that no portion of said land is claimed for mining purposes under the local customs or rules of miners or otherwise; that no portion of said land is worked for mineral during any part of the year by any person or persons; that said land is essentially nonmineral land, and that his application therefor is not made for the purpose of fraudulently obtaining title to mineral land, but with the object of securing said land for timber purposes.

JOHN MAGUIRE.

California Redwood Company

Subscribed and sworn to before me this 13th day of March, A. D. 1883, and I hereby certify that the foregoing affidavit was read to the said John Maguire previous to his name being subscribed thereto; and that deponent is a respectable person, to whose affidavit full faith and credit should be given.

SOLOMON COOPER,

Receiver.

Timber Land Notice.

U. S. Land Office, Humboldt, Cal.

Dec. 27, 1882.

Notice is hereby given, to whom it may concern, that John C. Johnson, of Eureka, Humboldt county, Cal., has made application to the government of the United States to purchase the following described tract of timber land under the provisions of an act for the sale of timber land in California, Oregon, Nevada, and Washington Territory, approved June 3, 1878, to-wit:

The S. W. $\frac{1}{4}$ of sec. 15, T. 8, N. R. 1 E., H. M., containing 160 acres.

All persons holding adverse claim thereto are hereby required to present the same before the register and receiver within sixty days from the date hereof, or the entry will be perfected under the provisions of said act.

j 6 w i o t.

C. F. ROBERTS,

Register.

(4-227.)

Certificate as to Posting of Notice.

Land Office at Humboldt, Cal.

March 21st, 1883.

I, C. F. Roberts, register, do hereby certify that a notice a printed copy of which is hereto attached, was by me posted in a conspicuous place in my office for a period of sixty days, I having first posted said notice on the 27th day of Dec., 1882.

C. F. ROBERTS,

j b w iot.

Register.

Timber Land Notice.

U. S. Land Office, Humboldt, Cal.

Dec. 27, 1882.

Notice is hereby given, to whom it may concern, that John C. Johnson, of Eureka, Humboldt county, Cal., has made an application to the government of the United States to purchase the following described tract of timber land under the provisions of an act for the sale of timber land in California, Oregon, Nevada, and in Washington Territory, approved June 3, 1878, to-wit:

The S. W. $\frac{1}{4}$ of sec. 15, T. 8, N. R. 1 E., H. M., containing 160 acres.

All persons holding adverse claim thereto are hereby required to present the same before the register and receiver within sixty days from the date hereof, or the entry will be perfected under the provisions of said act.

C. F. ROBERTS,

j b w iot.

Register.

County of Humboldt. }
 State of California, } ss.

Austin Wiley, being first duly sworn, deposes and says that he is one of the proprietors of the "Times-Telephone," a newspaper printed and published in the city of Eureka, in the county and State aforesaid; that the timber land notice, of which the annexed is a printed copy, was published in said newspaper for ten weeks, commencing on the 6th day of January, 1883, and ending on the 10th day of March, 1883, and as often as said paper was published during said period, not more than seven days intervening between publications.

AUSTIN WILEY,

Subscribed and sworn to before me this 10th day of March, A. D. 1883.

SOLOMON COOPER,

Receiver.

No. 5118. Receiver's Office at Humboldt, Cal.

Mch. 21st, 1883.

Received from John C. Johnson, of Humboldt county, California, the sum of four hundred (400) dollars and cents, being in full for the southwest quarter of section No. fifteen (15), in township No. eight (8), north of range No. one (1) E., H. M., containing one hundred and sixty (160) acres and — hundredths, at \$2.50 per acre.

(Rec'd R. & R. fees for entry, \$10.) Act June 3d, 1878.

Timber.

\$400.00.

SOLOMON COOPER, Receiver.

No. 5118. Receiver's Office at Humboldt, Cala.

March 21st, 1883.

It is hereby certified that in pursuance of law, John C. Johnson, residing at _____, in Humboldt county, State of California, on this day purchased of the register of this office the southwest quarter of section No. 5, in township No. 8, north of range No. 1, east of the Humboldt principal meridian, California, containing 160 acres, at the rate of two dollars and fifty cents per acre, amounting to four hundred dollars and _____ cents, for which the said John C. Johnson has made payment in full as required by law.

Now, therefore, be it known that, on presentation of this certificate to the commissioner of the general land office, the said John C. Johnson shall be entitled to receive a patent for the lot above described.

C. F. ROBERTS, Register.

[Written across face in red ink:]

Canceled June 7, 1889. See Com. letter "P," June 7, 1889. S. S. T. Canceled.

(On reverse side is following:

(4-1869., 68.

[In red ink:] Div. C. List No.

No. 5118.

Cash Entry. Land Office at Humboldt, Cala. Sec. 15, town. 8, north, range 1 east.

[In red ink:] Timber Act. Unofficial. Canceled by order Com. letter "P," of June 7, 1889. S. C. Boom, Register.

Approved

By Clerk.

Division.

Patented

Recorded Vol....., Page

March 22, '94. Entry returned to Div. "C." W. E. V.
N. E.

W. E. V.

W. E. V.

89 Act'g Chief of "P."

[Endorsed]: 12,015. Cal. Redwood Co. v. Mahan.
Complainant's Exhibit "D." Filed Jan. 6, 1897. W. J.
Costigan, Clerk. By W. B. Beazley, Deputy Clerk.

*In the Circuit Court of the United States, Ninth Circuit
Northern District of California.*

IN EQUITY.

CALIFORNIA REDWOOD COM- PANY,	} Complainant,
WILLIAM MAHAN,	

Petition for Appeal.

To the Honorable WILLIAM W. MORROW, Judge of
the Circuit Court of the United States, for the North-
ern District of California:

Now, by its solicitors, Page, McCutchen & Eells,
comes the California Redwood Company, the complain-
ant in the above-entitled cause, and having filed with
the clerk of said Circuit Court an assignment of errors,
prays this Honorable Court to allow an appeal to the
United States Circuit Court of Appeals, for the Ninth
Circuit, from the final decree of the Circuit Court in the
above-entitled cause entered on the 12th day of April,
1897.

Dated San Francisco, August 3d, 1897.

CHARLES P. EELLS,
PAGE, McCUTCHEN & EELLS,
Solicitors for Complainant.

[Endorsed]: Filed August 9, 1897. Southard Hoffman, Clerk. By W. B. Beazley, Deputy Clerk.

*In the Circuit Court of the United States, Ninth Circuit,
Northern District of California.*

IN EQUITY.

CALIFORNIA	REDWOOD	COM-	}
PANY,			
		Complainant,	}
	vs.		
WILLIAM MAHAN,		Respondent,	

Assignment of Errors.

Now comes the California Redwood Company, complainant in the above-entitled cause, and assigns errors in the decision and decree of the Circuit Court therein, as follows:

1. The Court erred in holding that upon the facts appearing on the trial of said cause the commissioner of the general land office had power of jurisdiction to cancel complainant's certificate of purchase, without previous notice to complainant of the proceedings for cancellation.

2. The Court erred in holding that upon the facts appearing on the trial of said cause, the commissioner of

the general land office had power or jurisdiction to cancel complainant's certificate of purchase without formal charges or fraud or illegality in its issuance, and a hearing and trial of such charges upon principles of equity and justice as recognized in courts of equity.

3. The Court erred in holding that upon the facts appearing on the trial of said cause, the commissioner of the general land office had power or jurisdiction to cancel complainant's certificate of purchase without legal and competent evidence of fraud or illegality in its issuance.

4. The Court erred in holding that upon the facts appearing on the trial of said cause, the commissioner of the general land office had any power or jurisdiction to cancel complainant's certificate of purchase, except upon the approval of the secretary of the interior and attorney general, pursuant to the provisions of section 2451 of the Revised Statutes.

5. The Court erred in holding that upon the facts appearing on the trial of said cause, the commissioner of the general land office had power or jurisdiction to cancel complainant's certificate of purchase, except upon and after reporting his decision thereon to Congress, pursuant to sections 2452, 2453, and 2454 of the Revised Statutes.

6. The Court erred in holding that upon the facts appearing on the trial of said cause, the order of the commissioner of the general land office purporting to cancel complainant's certificate had any effect whatever to

create any presumption against the validity and legality of issuance of said certificate of purchase.

7. The Court erred in holding that upon the facts appearing on the trial of said cause, the complainant's certificate of purchase, that is to say, the entry by Johnson, was ever canceled by the commissioner of the general land office, or at all.

8. The Court erred in holding that upon the facts appearing on the trial of said cause, the issuance of patent to the respondent Mahan upon his entry created any presumption whatever against the validity or regularity of issuance of complainant's prior certificate of purchase.

9. The Court erred in holding that upon the facts appearing on the trial of said cause, the burden of proof was upon complainant to show affirmatively that it was entitled to a patent by evidence other than, or in addition to proof that the proceedings preliminary to the issuance of the Johnson certificate or purchase, under which it holds, were regular and in accordance with law, and that the certificate was regularly found, and that complainant was a bona fide purchaser thereof.

10. The Court erred in holding that upon the facts appearing on the trial of said cause, the proofs failed to show that Johnson's entry was valid.

11. The Court erred in holding that upon the facts appearing upon the trial of said cause, the complainant failed to show affirmatively that it was entitled to the patent issued to Mahan.

12. The Court erred in holding that upon the facts appearing on the trial of said cause, the evidence of com-

plainant's bona fide purchase was inadmissible and irrelevant.

13. The Court erred in holding that upon the facts appearing on the trial of said cause, the complainant was not entitled to the patent, and in not entering a decree in its favor, as prayed in its bill.

August 3d, 1897.

CHARLES P. EELLS,
PAGE, McCUTCHEEN & EELLS,
Solicitors for Complainant.

Service of a copy of the within assignment of errors is hereby admitted this 7th day of August, 1897.

HENLEY & COSTELLO,
Attorneys for Respondent.

[Endorsed]: Filed August 9, 1897. Southard Hoffman, Clerk. By W. B. Beazley, Deputy Clerk.

*In the Circuit Court of the United States, Ninth Circuit,
Northern District of California.*

CALIFORNIA REDWOOD COM-
PANY,

Complainant,

vs.

WILLIAM MAHAN,

Respondent.

Order Allowing Appeal.

It appearing to the Court that the complainant in the above cause has filed its assignment of errors as required by the rules and its petition for allowance of appeal,

It is ordered that said appeal be allowed as prayed for; and

It is further ordered that the supersedeas bond on said appeal be fixed at the sum of one hundred dollars.

Dated San Francisco, August 9, 1897.

WM. W. MORROW,
Circuit Judge.

[Endorsed]: Filed August 9, 1897. Southard Hoffman,
Clerk. By W. B. Beazley, Deputy Clerk.

*In the Circuit Court of the United States, Ninth Circuit,
Northern District of California.*

CALIFORNIA REDWOOD COM- PANY,	} Plaintiff,	} No. 12015.
vs.		
WILLIAM MAHAN,	} Defendant.	

Bond on Appeal.

Know All Men by These Presents, that we, California Redwood Company, as principal, and Robert Balfour and A. H. Small, as sureties, are held and firmly bound unto William Mahan in the full and just sum of one hundred dollars, to be paid to the said William Mahan, their attorneys, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals and dated this tenth day of August, in the year of our Lord one thousand eight hundred and ninety-seven.

Whereas, lately at a session of the Circuit Court of the United States, for the Northern District of California, in a suit depending in said court, between California Redwood Company, complainant, and William Mahan, respondent, judgment was rendered against the said complainant, and the said complainant having obtained from said Court an order allowing appeal to reverse the decree in the aforesaid Court, and a citation directed to

the said William Mahan and to his solicitors, Henley & Costello, is about to be issued, citing and admonishing them to be and appear at a United States Circuit Court of Appeals for the Ninth Circuit, to be holden at San Francisco, in the State of California, on the eighth day of September next.

Now, the condition of the above obligation is such, that if the said California Redwood Company shall prosecute its appeal to effect, and shall answer all damages and costs that shall be awarded against them, if it fails to make its plea good, then the above obligation to be void; else to remain in full force and virtue.

CALIFORNIA REDWOOD COMPANY.

By CHAS. PAGE, President. [Seal]

R. BALFOUR. [Seal]

A. H. SMALL. [Seal]

United States of America,
Northern District of California,
City and County of San Francisco. }

Robert Balfour and A. H. Small, being duly sworn, each for himself deposes and says that he is a household-er in said District, and is worth the sum of one hundred dollars, exclusive of property exempt from execution, and over and above all debts and liabilities.

R. BALFOUR.

A. H. SMALL.

Subscribed and sworn to before me this 10th day of August, A. D. 1897.

[Seal]

JAMES L. KING,

Notary Public in and for the City and County of San Francisco, State of California.

Form of bond and sufficiency of securities approved.

WM. W. MORROW,

Judge.

[Endorsed]: Filed August 10th, 1897. Southard Hoffman, Clerk.



In the Circuit Court of the United States, of the Ninth Judicial Circuit, Northern District of California.

CALIFORNIA REDWOOD COMPANY,

Complainant,

vs.

WILLIAM MAHAN,

Respondent.

No. 12,015.

Clerk's Certificate to Transcript.

I, Southard Hoffman, clerk of the Circuit Court of the United States of America, of the Ninth Judicial Circuit, in and for the Northern District of California, do hereby certify the foregoing pages numbered from 1 to 75, inclusive, to be a full, true, and correct copy of the record and proceedings in the above-entitled cause, and that the

same together constitute the transcript of the record herein, upon appeal to the United States Circuit Court of Appeals for the Ninth Circuit.

I further certify that the cost of the foregoing transcript of record is \$53.00, and that said amount was paid by California Redwood Company, Complainant.

In testimony whereof, I have hereunto set my hand and affixed the seal of said Circuit Court this 28 day of September, A. D. 1897.

[Seal] SOUTHARD HOFFMAN,
Clerk United States Circuit Court, Northern District of
California.

Citation.

UNITED STATES OF AMERICA—ss.

The President of the United States, to William Mahan, respondent, and to Henley & Costello, his solicitors, Greeting:

You are hereby cited and admonished to be and appear at a United States Circuit Court of Appeals, for the Ninth Circuit, to be holden at the city of San Francisco, in the State of California, on the 8th day of September next, pursuant to an order allowing appeal, in the clerk's office of the Circuit Court of the United States, Ninth Circuit, Northern District of California, in a certain action numbered 12,015, wherein California Redwood Company is complainant in error, and you are respondents, to show cause, if any there be, why the decree rendered against

the said complainant, as in the said order allowing appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable WILLIAM W. MORROW,
Judge of the United States Circuit Court, Ninth Circuit,
Northern District of California, this tenth day of Au-
gust, A. D. 1897.

WM. W. MORROW,
Judge.

Service of within citation and receipt of a copy thereof
is hereby admitted this tenth day of August, 1897.

HENLEY & COSTELLO,
Attorneys for Respondent.

[Endorsed]: Filed August 10, 1897. Southard Hoff-
man, Clerk.m

[Endorsed]: No. 404. In the United States Circuit
Court of Appeals for the Ninth Circuit. California Red-
wood Company, Appellant, v. William Mahan, Appellee.
Transcript of Record. Upon appeal from the Circuit
Court of the United States, Ninth Judicial Circuit, North-
ern District of California.

Filed October 1, 1897.

F. D. MONCKTON,
Clerk.

